

GLORIA VAN HOOSER WHITTINGTON AND  
HUSBAND, DON E. WHITTINGTON, RICK  
O. PRICE ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
GRANTORS

WARRANTY

TO

DEED

STATELINE PROPERTIES, LLC,  
GRANTEES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Gloria Van Hooser Whittington and husband Don E. Whittington, Rick O. Price ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, do hereby sell, convey, and warrant unto Stateline Properties, LLC, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

## ATTACHED HERETO

By way of explanation attached hereto is a Consent Order Allowing Sale of the above mentioned property filed 09:18:35 02/22/2003 United States Bankruptcy Court of Tennessee in Case No. 98-31713-WHB.

The warranty in this deed is subject to rights of ways and easements for public roads and public utilities, to building, zoning, subdivision and health department regulations in effect in DeSoto County, Mississippi.

Taxes for 2002 have been prorated, and possession is given with this deed.

WITNESS my signature(s), this the 17th day of January, 2002.

*Gloria Van Hooser Whittington*  
Gloria Van Hooser Whittington

*Don E. Whittington*  
Don E. Whittington

*Rick O. Price*  
Rick O. Price

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

*Tennessee*  
STATE OF ~~MISSISSIPPI~~  
COUNTY OF ~~DESOTO~~: *Shelby*

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named Gloria Van Hooser Whittington, who acknowledged that they signed and delivered the above and foregoing Deed on the day and year therein mentioned, as their free act and deed, and for the purposed therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of January, 2002.

*Louis Bernard*  
Notary Public

My commission expires:

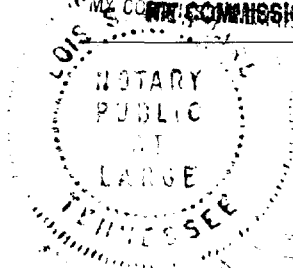
MY COMMISSION EXPIRES AUG. 2, 2005

STATENS - DESOTO CO.

FEB 19 1 42 PM '02

BK 411 PG 681  
W.E. DAVIS CLK.

*Notarizing for*  
*Don E. Whittington*  
*And Rick O. Price*





A 23.72, more or less, acre tract of land being located in the Southwest Quarter of Section 18, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the southwest corner of the southwest quarter of Section 18, Township 1 South, Range 8 West; thence east, 1034.66 feet; thence North 29.19 feet; said point being the true point of beginning for the herein described tract; thence North 01 degrees 38 minutes 09 seconds East, 1082.61 feet; thence South 88 degrees 47 minutes 02 seconds East, 1297.20 feet; thence south 01 degrees 38 minutes 09 seconds west, 666.44 feet; thence north 88 degrees 30 minutes 00 seconds west 900.32 feet; thence south 01 degrees 38 minutes 09 seconds west, 422.22; thence North 88 degrees 33 minutes 19 seconds west, 396.85; to the point of beginning and containing 23.72, more or less, acres of land being subject to all codes, covenants, restrictions, revisions, regulations, easements, and rights of way of record.

09:18:3502/22/2003

JAN. 15. 2002 7:07PM

HARRIS SHELTON DOWNTOWN 526-4084

NO. 1937 P. 2/8

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE  
**FILED**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION**

**JAN 15 2002 PJ**

**JUD. G. WEINTRAUB  
CLERK OF COURT  
WESTERN DISTRICT OF TENN**

IN RE: Donald Edward Whittington, Chapter 7  
Debtor, Case No. 98-31713-WHB

BARBARA LOEVY, Trustee, and  
ROBERT HUDSON ATKINS,

Plaintiffs,

v.

Consolidated Adv. Pro. No. 98-0057,  
99-0055, 98-1231

DONALD EDWARD WHITTINGTON,  
RICK O. PRICE and  
GLORIA VAN HOOSER WHITTINGTON,

Defendants.

09:18:4202/22/2003

**CONSENT ORDER ALLOWING SALE OF PROPERTY FREE AND CLEAR OF LIENS  
CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

These consolidated adversary proceedings came on to be heard before the Honorable William Houston Brown, United States Bankruptcy Judge, on May 16, 2000. Testimony was taken by the Defendants, Donald Edward Whittington, Rick O. Price and Gloria Van Hooser Whittington, and from Robert Hudson Atkins and after such testimony the matter was adjourned pending settlement discussions by and between the parties. It appears to the Court that the real property described below should be sold free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. §363 and

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:**

1. The real property at issue, approximately 23.7 acres located at 5840 Stateline Road, Walls, Mississippi ("Property") shall be sold free and clear of liens, claims and encumbrances pursuant

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JAN. 15. 2002 7:08PM

HARRIS SHELTON DOWNTOWN 526-4084

NO. 1937 P. 3/8

to 11 U.S.C. § 363(h) solely by consent of the fee title owner, Gloria Van Hooser Whittington; Barbara R. Loevy, Trustee; Robert Hudson Adkins; Donald Edward Whittington, Debtor; and Rick O. Price, Defendant for a purchase price of \$150,000.00 according to the terms and conditions of the contract entered into by and between Barbara R. Loevy, Trustee and Stateline Properties, LLC, a copy of which is attached hereto as Exhibit "A".

2. The sale is free and clear of all liens, claims, and encumbrances of any kind whatsoever and all interests, claims, liens and encumbrances shall attach to the proceeds in the same order in which they were prior to the sale.

3. Notice of this sale is sufficient pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

09:18:4802/22/2003

4. This is a core proceeding pursuant to 28 U.S.C. 157(b)(2) and the Court has jurisdiction pursuant to 28 U.S.C. 1334.

5. The closing attorneys are hereby authorized to pay the mortgage of Union Planters Bank, formerly known as Sunburst Bank or its successor and normal costs of closing including, without limitation, real estate sales commissions, real estate taxes and tax proration, attorney fees, closing fees and other ordinary and necessary closing expenses.

6. The closing attorneys are hereby authorized to pay the sale proceeds, less the payment of the mortgage and those normal costs of closing referenced in Paragraph 5, to the closing attorney as escrow agent for deposit into an interest bearing account subject to the control of the escrow agent pending further order of this Court.

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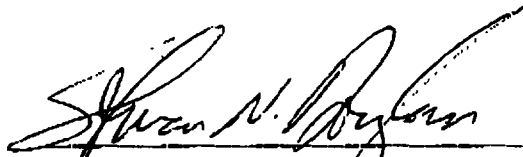
HARRIS SHELTON DOWNTOWN 526-4084

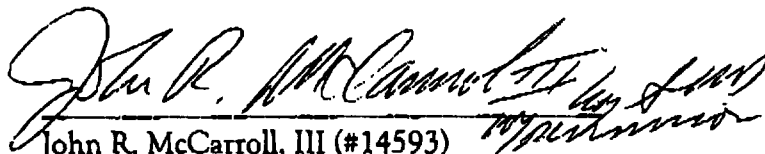
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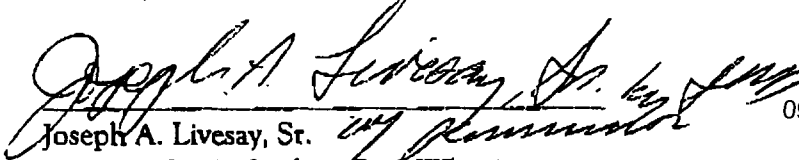
JUDGE

DATE:


JANUARY 15 2002

  
Steven N. Douglass (#9770)  
Attorney for Trustee

  
John R. McCarroll, III (#14593)  
Attorney for Creditor Robert Hudson Arkins

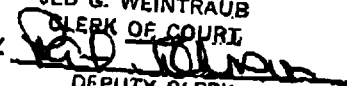
  
Joseph A. Livesay, Sr.  
Attorney for Defendant Don Whittington

09:18:5202/22/2003

  
Arch Boyd  
Attorney for Defendants Rick O. Price and  
Gloria Van Hooser Whittington

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE  
A TRUE COPY ATTEST

JAN 15 2002

JED G. WEINTRAUB  
CLERK OF COURT  
BY   
DEPUTY CLERK

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